

97-08

SFUND RECORDS CTR
5091-00067

CERCLA SECTION 122(h)(1) AGREEMENT
FOR RECOVERY OF RESPONSE COSTS
RE: ENVIROPUR WEST CORPORATION SITE
SIGNAL HILL, CALIFORNIA

SFUND RECORDS CTR
48680

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4 IN THE MATTER OF:) AGREEMENT FOR RECOVERY
5) OF RESPONSE COSTS
6 Enviropur West Corporation)
7 Signal Hill, California) U.S. EPA Region 9
8) CERCLA Docket No.97-08
9)
10 SETTLING PARTIES) PROCEEDING UNDER SECTION
11 (Appendix A - attached)) 122(h)(1) OF CERCLA
12) 42 U.S.C. Section
13) 9622(h)(1)
14

15 I. JURISDICTION
16

17 1. This Agreement is entered into pursuant to the authority
18 vested in the Administrator of the U.S. Environmental Protection
19 Agency ("EPA") by Section 122(h)(1) of the Comprehensive
20 Environmental Response, Compensation, and Liability Act of 1980,
21 as amended ("CERCLA"), 42 U.S.C. Section 9622(h)(1), which
22 authority has been delegated to the Regional Administrators of
23 the EPA by EPA Delegation No. 14-14-C and 14-14-D and redelegated
24 to the Director, Superfund Program, by Region 9 Delegation
25 R1290.44.
26

27 2. This Agreement is made and entered into by EPA and the
28 parties identified on the attached Appendix A ("Settling
29 Parties"), and Appendix A.1 ("Settling Federal Entities"). Each
30 Settling Party and Settling Federal Entity consents to and will
31 not contest EPA's jurisdiction to enter into this Agreement or to
32 implement or enforce its terms.
33

34 II. BACKGROUND
35

36 3. This Agreement concerns the Enviropur West Corporation
37 located at 1835 East 29th Street, Signal Hill, California
38 ("Site"). EPA alleges that the Site is a "facility" as defined
39 by Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).
40

41 4. In response to the release or threatened release of
42 hazardous substances at or from the Site, EPA has undertaken and
43 will undertake certain response actions pursuant to Section 104
44 of CERCLA. EPA's decision to undertake the response actions at
45 the Site is embodied in Action Memoranda dated September 23,
46 1996, October 25, 1996 and January 6, 1997 ("Action Memoranda").
47 As noted in paragraph II.B. of the Action Memorandum dated
48 January 6, 1997, EPA has performed certain removal activities at
49 the Site including: 1) operation of the vapor recovery and
50 flaring system; 2) provision of 24-hour site security; 3)
51 characterization of the aboveground waste at the facility; 4)
52 removal of the waste in the 400 series tanks, roll off bins and
53 vacuum trucks; and 5) collection and discharge of rain water.
54 EPA will remove the remaining aboveground waste and the waste in
55 pipelines at the Site. EPA will continue operation of the vapor
56 recovery and flaring system and will provide 24 hour site

1 security until the removal of the aboveground waste is completed.

2
3 5. In performing the removal response action, EPA has
4 incurred and will incur Response Costs at or in connection with
5 the Site.

6
7 6. EPA alleges that the Settling Parties are responsible
8 parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. Section
9 9607(a), and are jointly and severally liable for Response Costs
10 incurred at or in connection with the Site.

11
12 7. EPA and the Settling Parties and the Settling Federal
13 Entities desire to resolve their alleged civil liability for
14 Response Costs of the removal action without litigation and
15 without the admission or adjudication of any issue of fact or
16 law.

17
18
19 : III. PARTIES BOUND
20

21 8. This Agreement shall be binding upon EPA and the
22 Settling Federal Entities, and upon Settling Parties and their
23 heirs, successors and assigns. Any change in ownership or
24 corporate or other legal status of a Settling Party, including
25 but not limited to, any transfer of assets or real or personal
26 property, shall in no way alter such Settling Party's
27 responsibilities under this Agreement. Each signatory to this
28 Agreement certifies that he or she is authorized to enter into
29 the terms and conditions of this Agreement and to bind legally
30 the party represented by him or her.

31
32
33 IV. DEFINITIONS
34

35 9. Unless otherwise expressly provided herein, terms used
36 in this Agreement which are defined in CERCLA or in regulations
37 promulgated under CERCLA shall have the meaning assigned to them
38 in CERCLA or in such regulations. Whenever terms listed below
39 are used in this Agreement or in any Appendix attached hereto,
40 the following definitions shall apply:

41
42 a. "Action Memoranda" shall mean the EPA Region 9's
43 Action Memorandum dated September 23, 1996, the Action Memorandum
44 Ceiling Increase dated October 25, 1996 and the Action Memorandum
45 Ceiling Increase dated January 6, 1997 regarding the Enviropur
46 West Removal Site located in Signal Hill, California, which are
47 attached as Appendix B.

48
49 b. "CERCLA" shall mean the Comprehensive Environmental
50 Response, Compensation, and Liability Act of 1980, as amended, 42
51 U.S.C. Section 9601, et seq.

52
53 c. "Agreement" shall mean this Agreement and any
54 attached appendices. In the event of conflict between this
55 Agreement and any appendix, the Agreement shall control.
56

1 d. "Day" shall mean a calendar day. In computing any
2 period of time under this Agreement, where the last day would
3 fall on a Saturday, Sunday, or federal holiday, the period shall
4 run until the close of business of the next working day.

5
6 e. "EPA" shall mean the United States Environmental
7 Protection Agency and any successor departments, agencies or
8 instrumentalities of the United States.

9
10 f. "Interest" shall mean interest at the current rate
11 specified for interest on investments of the Hazardous Substance
12 Superfund established by 26 U.S.C. Section 9507, compounded
13 annually on October 1 of each year, in accordance with 42 U.S.C.
14 Section 9607(a). For fiscal year 1997 (October 1, 1996-September-
15 30, 1997), the interest rate is 5.7%.

16
17 g. "Paragraph" shall mean a portion of this Agreement
18 identified by an arabic numeral or a lower case letter.

19
20 h. "Parties" shall mean EPA, the Settling Federal
21 Entities, and the Settling Parties.

22
23 i. "Response Costs" shall mean all costs,
24 including but not limited to direct and indirect costs, plus
25 accrued interest on all such costs, that EPA or the U.S.
26 Department of Justice on behalf of EPA has paid or will pay at or
27 in connection with the following removal action authorized by
28 Action Memoranda dated September 23, 1996, October 25, 1996 and
29 January 6, 1997: (1) operation of the vapor recovery and flaring
30 system, (2) provision of 24-hour site security, (3)
31 characterization of the above-ground waste at the facility, (4)
32 removal of the above-ground waste in the 400, 600, 2500 and 5000
33 series, tanks, roll off bins, vacuum trucks and drums, (5)
34 collection and discharge of rainwater, (6) removal of above-
35 ground waste remaining at the facility as of February 3, 1997;
36 and (7) removal of the waste in the subsurface pipelines at the
37 facility as of February 3, 1997. Response Costs do not include
38 any costs that may be incurred in connection with response action
39 to address soil contamination and groundwater contamination at
40 the Site.

41
42 j. "Section" shall mean a portion of this Agreement
43 identified by a roman numeral.

44
45 k. "Settling Parties" shall mean the parties
46 identified in Appendix A and their respective parent
47 corporations, corporate subsidiaries, officers, directors,
48 shareholders, predecessors, successors, assigns and employees of
49 those parties identified in Appendix A. With the exception of
50 the parties identified in Appendix A, Settling Parties do not
51 include other entities identified in EPA's November 7, 1996
52 Generator Ranking (Appendix D). Settling Parties do not include
53 any owners or operators of the Enviropur West Corporation Site,
54 Signal Hill, California. Settling Parties do not include the
55 Federal Entities.

1. "Site" shall mean the Enviropur West Corporation Superfund site, located at 1835 East 29th Street, in Signal Hill, California.

m. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

n. "Settling Federal Entities" means the Departments, Agencies, and Instrumentalities of the United States identified in Appendix A.1.

V. REIMBURSEMENT OF RESPONSE COSTS

10. Within 5 business days of the Effective Date (see paragraph 37) of this Agreement, the Settling Parties shall pay to the EPA Hazardous Substance Superfund \$1.74 million in reimbursement of Response Costs, plus an additional sum for Interest on that amount calculated from March 15, 1997 through the date of payment. Of the total amount to be paid pursuant to this Agreement, \$1 million shall be deposited in the EPA Hazardous Substance Superfund as reimbursement for Response Costs incurred at or in connection with the Site as of the effective date of the Agreement, and the remainder (approximately \$740,000) shall be deposited in an interest bearing Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response action at the Site as described in Section IV, paragraph 9.i. (Definition of Response Costs) of this Agreement. Any balance remaining in the Enviropur West Special Account may be transferred by EPA to the EPA Hazardous Substance Superfund or may be applied to other response action at the Site at EPA's sole discretion.

10.1. The Settling Parties and the Settling Federal Entities have agreed that the Settling Federal Entities shall pay to the Settling Parties a portion of the sum set forth in paragraph 10 of this Administrative Order. The Settling Parties and the Settling Federal Entities have set forth their obligations to each other in a separate agreement.

11. Payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund". The check shall reference the name and address of the party making payment, the Site name (Enviropur West Corporation Site), the EPA Region (EPA Region 9), the Site/Spill ID Number (09 DF), and the EPA docket number (97-08) for this action. The check shall be sent to:

EPA Superfund
U.S. EPA Region 9
ATTN: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251.

12. At the time of payment, each Settling Party shall send

1 notice that such payment has been made to:

2 Janet R. Carlson
3 Assistant Regional Counsel
4 Mail Code ORC 3-1
5 U.S. EPA, Region 9
6 75 Hawthorne St.
7 San Francisco, CA 94105

John Jaros
Enforcement Specialist
Mail Code SFD-6
U.S. EPA, Region 9
75 Hawthorne St.
San Francisco, CA 94105

10 Richard Martyn
11 On Scene Coordinator
12 Mail Code SFD-6
13 U.S. EPA, Region 9
14 75 Hawthorne St.
15 San Francisco, CA 94105

18
19
20 VI. FAILURE TO COMPLY WITH AGREEMENT

21
22 13. In the event that any payment required by Paragraph 10
23 is not made when due, Interest shall accrue on the unpaid balance
24 through the date of payment.

25
26 14. If any amounts due to EPA under Paragraph 10 are not
27 paid by the required date, Settling Parties shall pay to EPA, as
28 a stipulated penalty, in addition to the Interest required by
29 Paragraph 13, \$1000 per violation per day that such payment is
30 late.

31
32 15. Stipulated penalties are due and payable within 30 days
33 of the date of demand for payment of the penalties. All payments
34 to EPA under this Paragraph shall be identified as "stipulated
35 penalties" and shall be made in accordance with Paragraphs 11 and
36 12.

37
38 16. Penalties shall accrue as provided above regardless of
39 whether EPA has notified the Settling Parties of the violation or
40 made a demand for payment, but need only be paid upon demand.
41 All penalties shall begin to accrue on the day after performance
42 is due, or the day a violation occurs, and shall continue to
43 accrue through the final day of correction of the noncompliance
44 or completion of the activity. Nothing herein shall prevent the
45 simultaneous accrual of separate penalties for separate
46 violations of this Agreement.

47
48 17. In addition to the Interest and Stipulated Penalty
49 payments required by this Section and any other remedies or
50 sanctions available to EPA by virtue of Settling Parties' failure
51 to comply with the requirements of this Agreement, any Settling
52 Party who fails or refuses to comply with any term or condition
53 of this Agreement shall be subject to enforcement action pursuant
54 to Section 122(h)(3) of CERCLA, 42 U.S.C. Section 9622(h)(3). If
55 the United States, on behalf of EPA, brings an action to enforce
56 this Agreement, Settling Parties shall reimburse the United

1 States for all costs of such action, including but not limited to
2 costs of attorney time.

3
4 18. The obligations of Settling Parties to pay amounts owed
5 to EPA under this Agreement are joint and several. In the event
6 of the failure of any one or more Settling Parties to make the
7 payments required under this Agreement, the remaining Settling
8 Parties shall be responsible for such payments.

9
10 19. Notwithstanding any other provision of this Section,
11 EPA may, in its unreviewable discretion, waive payment of any
12 portion of the stipulated penalties that have accrued pursuant to
13 this Agreement.

14 15 16 VII. COVENANT NOT TO SUE BY EPA

17
18 20. Except as specifically provided in Paragraph 21
19 (Reservations of Rights by EPA), EPA covenants not to sue
20 Settling Parties and covenants not to take administrative action
21 against the Settling Federal Entities pursuant to Section 107 of
22 CERCLA, 42 U.S.C. Section 9607(a) for Response Costs as defined
23 in Section IV, paragraph 9.i of this Agreement. This covenant
24 not to sue and covenant not to take administrative action shall
25 take effect upon receipt by EPA of all amounts required by
26 Section V (Reimbursement of Response Costs) and Section VI,
27 Paragraphs 13 (Interest on Late Payments) and 14 (Stipulated
28 Penalty for Late Payment). This covenant not to sue and not to
29 take administrative action is conditioned upon the satisfactory
30 performance by Settling Parties of their obligations under this
31 Agreement. This covenant not to sue and covenant not to take
32 administrative action extends only to Settling Parties and
33 Settling Federal Entities and does not extend to any other
34 person.

35 36 37 VIII. RESERVATIONS OF RIGHTS BY EPA

38
39 21. The covenant not to sue and not to take administrative
40 action by EPA set forth in Paragraph 20 does not pertain to any
41 matters other than those expressly identified therein. EPA
42 reserves, and this Agreement is without prejudice to, all rights
43 against Settling Parties and Settling Federal Entities with
44 respect to all other matters, including but not limited to:

45
46 a. liability for failure of Settling Parties or
47 Settling Federal Entities to meet a requirement of this
48 Agreement;

49
50 b. liability for costs incurred or to be incurred by
51 the United States that are not within the definition of Response
52 Costs;

53
54 c. liability for injunctive relief or administrative
55 order enforcement under Section 106 of CERCLA, 42 U.S.C. Section
56 9606 for the work described in Section IV, paragraph 9.i, (1-7),

(Definition of Response Costs) if Settling Parties or Settling Federal Entities fail to meet a requirement of this Agreement;

d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. Section 9606 for work not identified in Section IV, paragraph 9.i.(1-7) (Definition of Response Costs);

e. criminal liability; and

f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

22. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

IX. COVENANT NOT TO SUE BY SETTLING PARTIES

23. Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Response Costs or this Agreement including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. Section 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. Sections 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for the work identified in Section IV, paragraph 9.i.(1-7) (Definition of Response Costs); and

c. any claim against the United States including any department, agency or instrumentality of the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. Sections 9607 and 9613, relating to Response Costs.

23.1 The Settling Parties reserve, and this Agreement is without prejudice to, claims that the Settling Parties may have against the Settling Federal Entities based upon the separate agreement between the Settling Parties and the Settling Federal Entities described in paragraph 10.1 of this Agreement. The United States reserves, and this Agreement is without prejudice to, any and all defenses to any such claims.

24. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. Section 9611, or 40 C.F.R.

1 300.700(d).

2
3
4
5 X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION
6

7 25. Nothing in this Agreement shall be construed to create
8 any rights in, or grant any cause of action to, any person not a
9 Party to this Agreement. EPA and Settling Parties and Settling
10 Federal Entities each reserve any and all rights (including, but
11 not limited to, any right to contribution), defenses, claims,
12 demands, and causes of action which each Party may have with
13 respect to any matter, transaction, or occurrence relating in any
14 way to the Site against any person not a Party hereto.
15

16 26. EPA and Settling Parties and the Settling Federal
17 Entities agree that the actions undertaken by Settling Parties
18 and the Settling Federal Entities in accordance with this
19 Agreement do not constitute an admission of any liability by any
20 Settling Party or Settling Federal Entity. Settling Parties and
21 the Settling Federal Entities do not admit, and retain the right
22 to controvert in any subsequent proceedings other than
23 proceedings to implement or enforce this Agreement, the validity
24 of the facts contained in Section II of this Agreement.
25

26 27. The Parties agree that Settling Parties and the
27 Settling Federal Entities are entitled, as of the effective date
28 of this Agreement, to protection from contribution actions or
29 claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA,
30 42 U.S.C. Sections 9613(f)(2) and 9622(h)(4), for "matters
31 addressed" in this Agreement. The "matters addressed" in this
32 Agreement are Response Costs.
33

34 28. Each Settling Party agrees that with respect to any
35 suit or claim for contribution brought by it for matters related
36 to this Agreement, it will notify EPA in writing no later than 60
37 days prior to the initiation of such suit or claim. Each
38 Settling Party also agrees that, with respect to any suit or
39 claim for contribution brought against it for matters related to
40 this Agreement, it will notify EPA in writing within 10 days of
41 service of the complaint or claim upon it. In addition, each
42 Settling Party shall notify EPA within 10 days of service or
43 receipt of any Motion for Summary Judgment and within 10 days of
44 receipt of any order from a court setting a case for trial, for
45 matters related to this Agreement.
46

47 29. In any subsequent administrative or judicial proceeding
48 initiated by EPA, or by the United States on behalf of EPA, for
49 injunctive relief, recovery of response costs, or other
50 appropriate relief relating to the Site, Settling Parties shall
51 not assert, and may not maintain, any defense or claim based upon
52 the principles of waiver, res judicata, collateral estoppel,
53 issue preclusion, claim-splitting, or other defenses based upon
54 any contention that the claims raised in the subsequent
55 proceeding were or should have been brought in the instant case;
56 provided, however, that nothing in this Paragraph affects the

1 enforceability of the covenant not to sue by EPA set forth in
2 Paragraph 20.
3
4

5 XI. RETENTION OF RECORDS 6

7 30. Until 10 years after the effective date of this
8 Agreement, each Settling Party and Settling Federal Entity shall
9 preserve and retain all records and documents now in its
10 possession or control, or which come into its possession or
11 control, that relate in any manner to response actions taken at
12 the Site or to the liability of any person for response actions
13 conducted and to be conducted at the Site, regardless of any
14 corporate retention policy to the contrary. This requirement
15 does not apply to original documents in the possession and
16 control of the Bankruptcy Trustee.
17

18 31. After the conclusion of the document retention period
19 in the preceding paragraph, Settling Parties shall notify EPA at
20 least 90 days prior to the destruction of any such records or
21 documents, and, upon request by EPA, Settling Parties shall
22 deliver any such records or documents to EPA. Settling Parties
23 may assert that certain documents, records, or other information
24 are privileged under the attorney-client privilege or any other
25 privilege recognized by federal law. If Settling Parties assert
26 such a privilege, they shall provide EPA with the following: 1)
27 the title of the document, record, or information; 2) the date of
28 the document, record, or information; 3) the name and title of
29 the author of the document, record, or information; 4) the name
30 and title of each addressee and recipient; 5) a description of
31 the subject of the document, record, or information; and 6) the
32 privilege asserted. However, no documents, reports, or other
33 information created or generated pursuant to the requirements of
34 this or any other judicial or administrative settlement with the
35 United States shall be withheld on the grounds that they are
36 privileged. If a claim of privilege applies only to a portion of
37 a document, the document shall be provided to EPA in redacted
38 form to mask the privileged information only. Settling Parties
39 shall retain all records and documents that they claim to be
40 privileged until EPA has had a reasonable opportunity to dispute
41 the privilege claim and any such dispute has been resolved in
42 Settling Parties' favor.
43

44 32. By signing this Agreement, each Settling Party and
45 Settling Federal Entity certifies individually that, to the best
46 of its knowledge and belief, it has not altered, mutilated,
47 discarded, destroyed or otherwise disposed of any records,
48 documents or other information relating to its potential
49 liability regarding the Site, after notification of potential
50 liability or the filing of a suit against the Settling Party
51 regarding the Site.
52
53

54 XII. NOTICES AND SUBMISSIONS 55

56 33. Whenever, under the terms of this Agreement, notice is

1 required to be given or a document is required to be sent by one
2 Party to another, it shall be directed to the individuals at the
3 addresses specified below, unless those individuals or their
4 successors give notice of a change to the other Parties in
5 writing. Written notice as specified herein shall constitute
6 complete satisfaction of any written notice requirement of this
7 Agreement with respect to EPA and Settling Parties.
8
9

10
11
12 As to EPA:

13
14 Janet R. Carlson
15 Assistant Regional Counsel
16 Mail Code RC 3-4
17 U.S. EPA, Region 9
18 75 Hawthorne St.
19 San Francisco, CA 94105

John Jaros
Enforcement Specialist
Mail Code SFD-6
U.S. EPA, Region 9
75 Hawthorne St.
San Francisco, CA 94105

20
21 Richard Martyn
22 On Scene Coordinator
23 Mail Code SFD-6
24 U.S. EPA, Region 9
25 75 Hawthorne St.
26 San Francisco, CA 94105
27

28 As to Settling Parties: See Appendix C
29

30 As to Settling Federal Entities:

31
32 Chief, Environmental Defense Section
33 U.S. Department of Justice
34 Environment & Natural Resources Division
35 P.O. Box 23986
36 Washington, D.C. 20026-3986
37
38
39

40 XIII. INTEGRATION/APPENDICES

41
42 34. This Agreement and its appendices constitute the final,
43 complete and exclusive agreement and understanding among the
44 Parties with respect to the settlement embodied in this
45 Agreement. The Parties acknowledge that there are no
46 representations, agreements or understandings relating to the
47 settlement other than those expressly contained in this
48 Agreement. The following appendices are attached to and
49 incorporated into this Agreement: Appendix A is the complete
50 list of the Settling Parties and is attached; Appendix A.1 is the
51 complete list of Settling Federal Entities; Appendix B is the
52 Action Memoranda dated September 23, 1996, October 25, 1996 and
53 January 6, 1997; Appendix C is a list of the designated
54 representatives for the Settling Parties; and Appendix D is EPA's
55 November 1996 Generator Ranking for the Site.
56

XIV. PUBLIC COMMENT

35. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. Section 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

XV. ATTORNEY GENERAL APPROVAL

36. The Attorney General or her designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. Section 9622(h)(1).

XVI. EFFECTIVE DATE

37. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 35 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

XVII. AMENDMENT

38. This Agreement may be amended in writing by mutual agreement of the parties, and with concurrence of the Attorney General or her designee (if necessary and appropriate); however, any such Amendment may be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. Section 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to such an Amendment if comments received disclose facts or considerations which indicate that the Amendment is inappropriate, improper or inadequate.

IT IS SO AGREED:

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

By:

Keith A. Takata
Keith A. Takata, Director
Superfund Program
Region 9

Date: _____

1
2 EPA Region 9 Contacts:
3

4 Richard Martyn
5 On-Scene Coordinator (SFD-6)
6 Superfund Program
7 U.S. EPA, Region 9
8 75 Hawthorne Street
9 San Francisco, CA 94105 .
10 (415) 744-2288

John Jaros
Enforcement Specialist
Superfund Program
U.S. EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-2316

11
12 Janet R. Carlson
13 Assistant Regional Counsel
14 Office of Regional Counsel (ORC 3-1)
15 U.S. EPA, Region 9
16 75 Hawthorne Street
17 San Francisco, CA 94105
18 (415) 744-1345
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1 THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
2 matter of U.S. EPA docket number 97-08, relating to the Enviropur
3 West Corporation Site, Signal Hill, California:
4

5
6
7 FOR SETTLING PARTY: Texaco Inc.
8 [Name]
9 2000 Westchester Ave.
10 White Plains, NY 10650
11 [Address]
12
13
14

15 Texaco Marketing Inc.
16 [Name(s) as identified on the Generator
17 Ranking Dated November 1996 (Appendix D)]
18

19
20 By  2-24-97
21 [Name] [Date]
22
23
24
25
26

27 If different from above, the following is the name and address of
28 this Settling Party's agent for service of process:
29
30
31

32 _____
33 [Name]
34
35 _____
36 [Address]
37
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THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of U.S. EPA docket number 97-08, relating to the Enviroput West Corporation Site, Signal Hill, California:

FOR SETTLING PARTY: BARRICK GOLDSTRIDE MINES INC.

[Name] P.O. Box 29
Kico, NV 89803
[Address]

BARRICK GOLDSTRIDE MINES
[Name (s) as identified on the Generator
Manifest Dated November 1996 (Appendix D)]

BY: *David R. F...* ESG. 27 1997
[Name] VP/Gen [Date]

If different from above, the following is the name and address of this settling party's agent for service of process:

[Name]

[Address]

1
2 THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
3 matter of U.S. EPA docket number 97-08, relating to the Enviropur
4 West Corporation Site, Signal Hill, California:

5
6
7 FOR SETTLING PARTY:

8 Arnaldo Perez
9 [Name]

10 3655 N.W. 87th Ave Miami, FL 33178
11 [Address]
12

13 CARNIVAL CORPORATION

14 [Name(s) as identified on the Generator
15 Ranking Dated November 1996 (Appendix D)]

16
17
18
19 By:

20 Arnaldo Perez
21 [Name]

22 UP and Secretary

23 2/28/97
24 [Date]
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26

27 If different from above, the following is the name and address of
28 this Settling Party's agent for service of process:
29
30

31 _____
32 [Name]
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1
2 THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
3 matter of U.S. EPA docket number 97-08, relating to the Enviropur
4 West Corporation Site, Signal Hill, California:

5
6 FOR SETTLING PARTY: Steven G. Kuhrtz

7 [Name]

8
9
10 500 West Monroe Street, Chicago, Illinois 60661

11 [Address]

12 GATX Terminals Corporation

13 GATX Tank Storage Terminals Corporation

14 [Name(s) as identified on the Generator

15 Ranking Dated November 1996 (Appendix D)]

16
17
18
19
20 By: Steven G. Kuhrtz 2/28/97

21 [Name]

22 [Date]

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26
27 If different from above, the following is the name and address of
28 this Settling Party's agent for service of process:

29
30
31
32 [Name]

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34
35 [Address]

THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the matter of U.S. EPA docket number 97-08, relating to the Enviropan West Corporation Site, Signal Hill, California:

FOR SETTLING PARTY: Union Pacific Railroad Company

[Name]

SP Building, One Market Plaza
San Francisco, CA 94105

[Address]

Southern Pacific Transportation Company
Union Pacific Motor Freight

[Name(s) as identified on the Generator
Ranking Dated November 1996 (Appendix D)]

By: 

[Name]

2/28/97

[Date]

If different from above, the following is the name and address of this Settling Party's agent for service of process:

T. F. O'Donnell

[Name]

SP Building, One Market Plaza, San Francisco, CA 94105

[Address]

1
2 THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
3 matter of U.S. EPA docket number 97-08, relating to the Enviroplus
4 West Corporation Site, Signal Hill, California:
5

6
7 FOR SETTLING PARTY: The Burlington Northern and Santa Fe Railway
8 [Name] Company
9

10 1700 E. Golf Rd., Schaumburg, Ill. 60173-5860
11 [Address]
12

13 BN&SF Railway Company
14 [Name(s) as identified on the Generator
15 Ranking Dated November 1996 (Appendix D)]
16

17
18 By: Dave Clark
19 [Name]
20

21 3-3-97
22 [Date]
23

24
25
26
27 If different from above, the following is the name and address of
28 this Settling Party's agent for service of process:
29

30 Karin Torain, General Attorney
31 [Name]
32

33 1700 E. Golf Rd., Schaumburg, Ill. 60173-5860
34 [Address]
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ACCEPTED AS TO FORM

Karin A. Torain
General Attorney

1 THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
2 matter of U.S. EPA docket number 97-08, relating to the Enviropur
3 West Corporation Site, Signal Hill, California:
4

5
6
7 FOR SETTLING PARTY: Kaiser-Hill Company, L.L.C.

8 [Name]

9 P. O. Box 464, B111

10 Golden, CO 80402-0464

11 [Address]
12
13

14 Kaiser Hill Co LLC

15 [Name(s) as identified on the Generator
16 Ranking Dated November 1996 (Appendix D)]
17

18
19
20 By: 

21 [Name]

22 Nancy R. Tuor, Vice President

23 March 3, 1997

24 [Date]
25
26

27 If different from above, the following is the name and address of
28 this Settling Party's agent for service of process:
29

30 CSC Company

31 1580 Broadway, Suite 620

32 [Name]

33 Denver, CO 80202

34 [Address]
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1
2 THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
3 matter of U.S. EPA docket number 97-08, relating to the Enviropur
4 West Corporation Site, Signal Hill, California:

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6
7 FOR SETTLING PARTY: Royal Caribbean Cruises Ltd.
8 [Name]

9
10
11 1050 Caribbean Way
12 [Address]

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15
16 [Name(s) as identified on the Generator
17 Ranking Dated November 1996 (Appendix D)]

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20 By: 

21 [Name]

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LEGAL


March 3, 1997

[Date]

Richard J. Glasier

Executive Vice President and Chief Financial Officer

If different from above, the following is the name and address of
this Settling Party's agent for service of process:

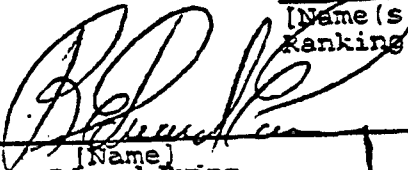
[Name]

[Address]

1 THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
2 matter of U.S. EPA docket number 97-08, relating to the Enviropur
3 West Corporation Site, Signal Hill, California:
4

5
6 FOR SETTLING PARTY: Southwest Marine, Inc.
7 [Name]
8
9 Post Office Box 13308
10 San Diego, California 92170-3308
11 [Address]
12
13

14 Southwest Marine, Inc.
15 [Name(s) as identified on the Generator
16 Ranking Dated November 1996 (Appendix D)]
17

18
19 By:  March 6, 1997
20 [Name] [Date]
21
22 B. Edward Ewing
23 President and Chief Operating Officer
24
25

26 If different from above, the following is the name and address of
27 this Settling Party's agent for service of process:
28
29

30
31 Lloyd A. Schwartz, Esq.
32 [Name]
33 Post Office Box 13308
34 San Diego, California 92170-3308
35 [Address]
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1 THE UNDERSIGNED SETTLING PARTY enters into this Agreement in the
2 matter of U.S. EPA docket number 97-08, relating to the Enviropur
3 West Corporation Site, Signal Hill, California:
4

5 Settling Federal Entities

6 FOR SETTLING PARTY:

7 [Name]

8 C/O: U.S. Dept. of Justice, Environmental Defense Section
9 P.O. Box 23986, Washington, D.C. 20026-3986

10 [Address]

11 n/a

12 [Name(s) as identified on the Generator
13 Ranking Dated November 1996 (Appendix D)]

14 By:

15 [Name]

16 [Date]

17 If different from above, the following is the name and address of
18 this Settling Party's agent for service of process:

19 Chief, Environmental Defense Section

20 [Name]

21 [Address]

Appendix A: "SETTLING PARTIES"

1. Barrick Gold Corporation

- * Barrick Goldstrike Mines Inc.
- * Barrick Goldstrike Mine

2. The Burlington Northern and Santa Fe Railway Company

- * BNSF Railway Co.
- * Burlington Northern Railroad Company
- * The Atchison, Topeka & Santa Fe Railway Company

3. Carnival Corporation

- * Carnival Cruise Lines Marine Operations

4. GATX Tank Storage Terminals Corporation

- * GATX Terminals Corporation

5. Kaiser Hill Company LLC

- * Rocky Flats Environmental Technology Site
- * Oxnard, California Facility

6. Royal Caribbean Cruises Ltd.

- * Royal Caribbean Cruise Lines Ltd.

7. Southwest Marine

- * Southwest Marine Inc

8. Texaco Inc.

- * Texaco Exploration & Producing Inc.
- * Texaco Refining & Marketing Inc.

9. Union Pacific Railroad Company

- * Southern Pacific Transportation Company
- * Union Pacific Motor Freight

APPENDIX A.1.

1. U.S. Air Force
2. U.S. Navy (including but not limited to the U.S. Marine Corp)
3. U.S. Department of Defense (including but not limited to the Defense Fuel Supply Center)
4. U.S. Army
5. U.S. Maritime Administration
6. National Oceanic and Atmospheric Administration (including but not limited to the National Weather Service)
7. U.S. Postal Service
8. National Aeronautics and Space Administration
9. Federal Aviation Administration
10. U.S. Department of Justice, Bureau of Prisons, Federal Prison Industries, Inc.
11. U.S. Coast Guard
12. Department of Veterans Affairs
13. National Park Service
14. U.S. Geological Survey